THE HON'BLE SRI JUSTICE C.Y.SOMAYAJULU

-

WRIT PETITION NO : 22109 of 1996

-

Dated:28.09.2005

Gandlatimmayapalli Wadder Labour Cooperative

Contract Society (Rc.No.122/8LC), represented

by its President V. Venkataiah, resident of

Gandlatimmayapalli village, Badwel Mandal,

Cuddapah District.

..... PETITIONER

AND

The Government of Andhra Pradesh, represented by its Principal Secretary, I&CA Department, Secretariat, Hyderabad, and others.

....RESPONDENTS

-

-

-

-

-

-

-

-

-

O R D E R:

The case of the petitioner, a society registered under the provisions of the A.P.Cooperative Societies Act, 1964, in brief, is that it is a Class-III contractor in Irrigation Department and so by virtue of G.O.Ms.No.398, I&CAD(PW)-COT Department dated 5.9.1990, it is entitled to execute works on nomination basis and accordingly, work relating to formation of embankment of the left bank of B.Sagar left canal from 3.742 k.ms., to 3.805 k.ms., was entrusted to it on nomination basis, and an agreement also was entered into on 29.7.1996 and so it stated mobilization of labour etc., but 2nd respondent unilaterally, through his letter dated 11.9.1996, without any reasonable or valid cause cancelled the

contract.

Heard the learned counsel for the petitioner and the learned Government Pleader for Irrigation.

The main contention of the learned counsel for the petitioner is since no opportunity of being heard before canceling the work entrusted to it is given to the petitioner principles of natural justice are violated and so, the order of cancellation is liable to be set aside.

The contention of the learned Assistant Government Pleader is that since a similar writ petition in **Sri Kodandarama Labour Contract Cooperative Society Limited Vs. The Government of Andhra Pradesh[1],** was dismissed petitioners are not entitled to any relief.

Since the dispute relates to the cancellation of a concluded contract, and since it is well known that this court would not usually interfere in cases relating to breach of contract by issuing writ of *mandamus* to perform the obligation, that too when the contract is not of a statutory nature and it is not governed by the provisions of any statute, the petitioner ought to avail the remedies available to him in a civil Court but cannot invoke the jurisdiction of this Court under Article 226 of the Constitution for enforcement of a contract said to have been breached by the respondents.

Hence, the writ petition is dismissed granting liberty to the petitioner to avail such remedies as may be available to it under law. No costs.

_____

Justice C.Y.SOMAYAJULU

28th September 2005

BCS